

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Index No.:

-----X
RONALD CORTESELLI,

SUMMONS

Plaintiff,

Plaintiff designates Kings
County as the place of trial.

-against-

The basis of venue is:
Plaintiff's Residence

THE CHILDREN'S VILLAGE,

Defendant.

-----X

To the above named Defendant:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
September 23, 2019



Robert J. Renna, Esq.
ROBERT J. RENNA, P.C.
Attorneys for Plaintiff(s)
RONALD CORTESELLI
26 Court Street, Suite 303
Brooklyn, NY 11242
(718) 422-1003
Our File No. 19-084

TO:

THE CHILDREN'S VILLAGE
1 Echo Hills
Dobbs Ferry, NY 10522

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Index No.:

-----X **VERIFIED COMPLAINT**
RONALD CORTESELLI,

Plaintiff,

-against-

THE CHILDREN'S VILLAGE,

Defendant.

-----X

Plaintiff RONALD CORTESELLI, by his attorney Robert J. Renna, P.C., bring this action against Defendant THE CHILDREN'S VILLAGE ("VILLAGE"), alleging, on personal knowledge as to him and on information and belief as to all other matters, as follows:

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendant pursuant to CPLR §§ 301 and 302, in that the Defendant resides in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.
3. Venue for this action is proper in the County of Kings, pursuant to CPLR § 503, in that the plaintiff is a resident of the County of Kings at the time of the commencement of this action.

CHILD VICTIMS ACT

4. Each of Plaintiff's causes of action is timely pursuant to the Child Victims Act that was enacted on February 14, 2019. Plaintiff alleges that the Defendant committed intentional or negligent acts or omissions which resulted in Plaintiff suffering physical, psychological or other injuries or conditions as a direct and proximate result of conduct which constitutes a sexual offense committed against a child less than eighteen years of age, as defined in New York Penal Law §130. This action, moreover, has been filed not earlier than six months after, and not later than one year and six months after, the effective date of the newly added CPLR § 214-g.

PARTIES

5. Plaintiff RONALD CORTESELLI is an individual currently residing the County of Kings, in the City and State of New York.

6. Defendant THE CHILDREN'S VILLAGE is a corporation organized and existing under the laws of the State of New York, with its principal office at 1 Echo Hills, Dobbs Ferry, New York, 10522, and operates The Children's Village, located at the same address.

7. At all relevant times, Defendant VILLAGE created, oversaw, managed, controlled, directed and operated The Children's Village.

8. At all relevant times, Defendant VILLAGE managed, supervised, employed, directed and/or controlled staff, counselors, and mentors assigned to work at the Children's Village, including Bill Diaz.

9. At all relevant times, staff, counselors, and mentors, including Bill Diaz, assigned to the Children's Village were agents, managers, directors, or employees of Defendant VILLAGE.

STATEMENT OF FACTS

10. Plaintiff RONALD CORTESELLI had a difficult family life, and entered the Children's Village, located at 1 Echo Hill, Dobbs Ferry, New York, 10522, in 1968 after his father was found deceased in the Hudson River. Mr. Corteselli was eight-years-old when he entered the Children's Village.

11. During the times relevant to the allegations set forth herein, Defendant VILLAGE was responsible for overseeing, managing, controlling, directing and operating The Children's Village.

12. From 1968 to 1972, plaintiff RONALD CORTESELLI was repeatedly sexually assaulted by Bill Diaz, the mentor assigned to him by defendant VILLAGE.

13. Through his position at, within, or for defendant VILLAGE, Bill Diaz was put in direct contact with Plaintiff RONALD CORTESELLI.

14. Bill Diaz would take RONALD CORTESELLI away from the Children's Village campus for extended periods of time, molest and commit sexual assaults on plaintiff.

15. Bill Diaz used these encounters, gained through his position as a mentor at The Children's Village, which granted him access to Defendant VILLAGE's young clients, to sexually assault, sexually abuse, and/or have sexual contact with Plaintiff in violation of the laws of the State of New York.

16. On multiple occasions, Bill Diaz forcibly grabbed Plaintiff RONALD CORTESELLI and anally penetrated him. Plaintiff, who was just eight years old at the time of these initial sexual assaults, told supervisors at defendant VILLAGE about his abuse.

17. At all times material hereto, Bill Diaz was under the management, supervision, employ, direction and/or control of Defendant VILLAGE.

18. Defendant VILLAGE knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Bill Diaz who repeatedly sexually abused Plaintiff.

19. Upon information and belief, it was common knowledge amongst the children, staff, employees, and mentors at the Children's Village that Bill Diaz would frequently molest young boys.

20. As a matter of law, it was impossible for Plaintiff RONALD CORTESELLI to be a "willing partner" in any type of sexual encounter with Bill Diaz.

21. As a matter of law, it was impossible for Plaintiff RONALD CORTESELLI to have "consented" to any sexual activities with Bill Diaz.

22. Defendant VILLAGE had the responsibility to manage, supervise, control and/or direct the staff, employees, and mentors who served at The Children's Village, and specifically had a duty not to aid known sexual predators such as Bill Diaz by assigning, maintaining, and/or appointing them to positions with access to minors.

23. Defendant VILLAGE had a duty to Plaintiff to ensure that Defendant VILLAGE did not offer opportunities for known sexual predators to approach and assault vulnerable children. Defendant VILLAGE knew and/or should have known that Bill Diaz used his position as a mentor to harm minor children, including Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

24. In complete dereliction of its duties, VILLAGE repeatedly allowed staff members, and/or "volunteers" such as Bill Diaz, to remove its children away from the group home and take them to unknown and unsupervised locations without any other staff members being present.

25. In complete dereliction of its duties, VILLAGE would not have security guards

present on weekends, so Bill Diaz was free to come and take plaintiff off campus as he pleased.

26. Plaintiff suffered personal physical and psychological injuries and damages as a result of Defendant's actions, as well as other damages related thereto, and continues to suffer from these damages to this day.

27. As a direct result of Defendant's conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity.

FIRST CAUSE OF ACTION
(Negligent Hiring/Retention/Supervision/Direction)

28. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

29. Defendant VILLAGE at all relevant times represented or otherwise indicated to the parents of the defendant VILLAGE's children that minor children would be physically safe while in the presence of the counselors, staff, and mentors assigned to The Children's Village. Defendant entered into an express and/or implied duty to provide that when Plaintiff was a minor and left in the presence of counselors, staff, and mentors, Plaintiff would be kept safe and that that counselors, staff, and/or mentors would not sexually abuse Plaintiff.

30. Defendant VILLAGE owed a duty of care to all minor persons, including Plaintiff, who was likely to come in contact with its employees, agents, coaches, and/or mentors or were under the supervision of their employees, agents, coaches, and/or mentors to ensure that their

employees, agents, coaches, and/or mentors did not use their assigned positions to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York, specifically Article 130 of the New York Penal Law.

31. Defendant VILLAGE, knew or should have known, of Bill Diaz's propensity for the conduct which caused Plaintiff's injuries prior to, or about the time of, the injuries' occurrence.

32. The sexual abuse of children by adults, including staff, counselors and mentors, is a foreseeable result of negligence.

33. Bill Diaz sexually assaulted, sexually abused and/or had sexual contact with Plaintiff while working in his capacity as a child mentor for Defendant VILLAGE.

34. Defendant VILLAGE, negligently recruited, retained, directed, and supervised Bill Diaz, as it knew or should have known that Bill Diaz posed a threat of sexual abuse to children, including Plaintiff herein.

35. Defendant VILLAGE, was negligent in failing to properly supervise Bill Diaz.

36. Defendant VILLAGE, was negligent in failing to properly vet Bill Diaz for his role as a mentor and a "volunteer."

37. At all times material hereto, Defendant VILLAGE, was willful, wanton, malicious, reckless and/or outrageous in its disregard for the rights and safety of Plaintiff, and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendant's conduct gives rise to punitive damages.

38. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

39. By reason of the foregoing, the Defendant VILLAGE, is liable to the Plaintiffs, for

compensatory damages, and punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION
(Negligence/Gross Negligence)

40. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

41. At all times material hereto, with regard to the allegations contained herein, Bill Diaz was under the supervision, direction and/or control of Defendant VILLAGE.

42. Defendant VILLAGE, owed Plaintiff, at all relevant times, a ten-year-old boy, a duty to protect him from Bill Diaz's sexual deviancy and the consequential damages, both prior to and/or subsequent to the abuser's misconduct.

43. Defendant VILLAGE, knew, or was negligent in not knowing, Bill Diaz posed a threat of sexual abuse to children (including Plaintiff).

44. The acts of Bill Diaz were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his appointment, assignment, and/or agency with Defendant VILLAGE.

45. Defendant VILLAGE's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

46. Defendant VILLAGE gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others; failed adequately to supervise the activities of Defendant's employees, volunteers, and mentors; permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their

servants and/or agents and/or employees, with instrumentalities under their control; and allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

47. At all times material hereto, Defendant VILLAGE's actions and omissions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, and amounted to conduct equivalent to criminality. At all times material hereto, moreover, Defendant VILLAGE demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendant's conduct gives rise to punitive damages.

48. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

49. By reason of the foregoing, Defendant VILLAGE is liable to the Plaintiff, for compensatory damages, and punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION
(Breach of Non-Delegable Duty)

50. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

51. Plaintiff, when he a minor, was placed in the care and supervision of the defendant VILLAGE for the purposes of, inter alia, providing plaintiff with a safe environment in which to live, learn, and grow. There existed a non-delegable duty of trust between Plaintiff and Defendant VILLAGE.

52. Plaintiff was a vulnerable minor when placed within the care of the Defendant VILLAGE.

53. As a consequence, Defendant VILLAGE was in the best position to prevent the sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm he suffered resulting from their sexual abuse. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has endured.

54. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of Defendant VILLAGE, Defendant breached its non-delegable duty to Plaintiff.

55. At all times material hereto, Bill Diaz was under the supervision, direction and/or control of Defendant VILLAGE.

56. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

57. By reason of the foregoing, Defendant VILLAGE is liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

58. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

59. While he was a minor, Plaintiff was entrusted by his mother to the control and supervision of Defendant VILLAGE. During the times that Plaintiff was entrusted to Bill Diaz, was under the supervision and control of Defendant VILLAGE.

60. There existed a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendant VILLAGE. This relationship was based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendant. This entrustment of the

Plaintiff to the care and supervision of the Defendant, while the Plaintiff was a child required Defendant VILLAGE to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect his due to his infancy and vulnerability.

61. Pursuant to their fiduciary relationship, Defendant VILLAGE was entrusted with the well-being, care, and safety of Plaintiff.

62. Pursuant to their fiduciary relationship, Defendant VILLAGE assumed a duty to act in the best interests of Plaintiff.

63. Defendant VILLAGE breached its fiduciary duties to Plaintiff.

64. At all times material hereto, Defendant VILLAGE, was willful, wanton, malicious, reckless and/or outrageous in its disregard for the rights and safety of Plaintiff, and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendant's conduct gives rise to punitive damages.

65. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

66. By reason of the foregoing, the Defendant VILLAGE is liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

67. Plaintiff repeat and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

68. As described above, the actions of Defendant VILLAGE, their predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

69. Defendant VILLAGE's actions endangered Plaintiff's safety and caused him to fear for his own safety.

70. As a direct and proximate result of Defendant VILLAGE's actions and/or inactions, which included but were not limited to, negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein; including but not limited to, severe mental and emotional distress, which continue to afflict him to this day.

71. By reason of the foregoing, the Defendant VILLAGE is liable to the Plaintiff, for compensatory damages, and punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION
(Breach of Duty *in Loco Parentis*)

72. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

73. While he was a minor, Plaintiff was entrusted by his mother to the control and supervision of Defendant VILLAGE. During the times that Plaintiff was entrusted to Defendant VILLAGE, Bill Diaz, under the supervision and control of Defendant VILLAGE. Defendant VILLAGE owed a duty to children entrusted to them (including Plaintiff) to act *in loco parentis* and to prevent foreseeable injuries.

74. Defendant VILLAGE breached its duty to act *in loco parentis*.

75. At all times material hereto, Defendant VILLAGE was willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in its disregard for the rights and safety of Plaintiff, and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, its conduct gives rise to punitive damages.

76. As a direct result of Defendant VILLAGE's conduct, Plaintiff has suffered the

injuries and damages described herein, and continues to suffer from such damages to this day.

77. By reason of the foregoing, Defendant VILLAGE is liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

WHEREFORE, Plaintiff RONALD CORTESELLI hereby demands judgment against the Defendant on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proven at trial, but, in any event, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;
- D. Awarding prejudgment interest to the extent permitted by law; and
- E. Awarding such other and further relief as to this Court may seem just and proper.

Dated: Brooklyn, New York
September 23, 2019



Robert J. Renna, Esq.
ROBERT J. RENNA, P.C.
Attorneys for Plaintiff(s)
RONALD CORTESELLI
26 Court Street, Suite 303
Brooklyn, NY 11242
(718) 422-1003
Our File No. 19-084

VERIFICATION BY AFFIDAVIT

STATE OF NEW YORK

ss:

COUNTY OF KINGS

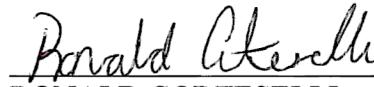
RONALD CORTESELLI, being duly sworn, says:

I am a Plaintiff in the action herein: I have read the annexed

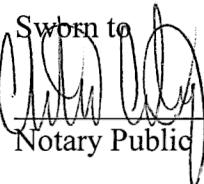
COMPLAINT

and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my personal files.

DATED: Brooklyn, New York
September 23, 2019



RONALD CORTESELLI



Sworn to
Notary Public

CHRISTINE COSTANZO
Notary Public, State of New York
No. 01CO6210768
Qualified in Kings County
Commission Expires August 31, 2021

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

RONALD CORTESELLI,

Plaintiff(s),

-against-

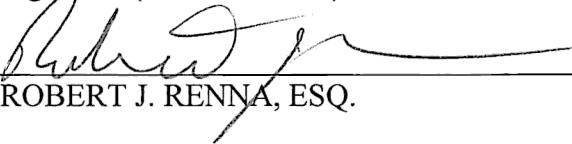
THE CHILDREN'S VILLAGE,

Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

Robert J. Renna, P.C.
Attorneys for Plaintiff(s)
26 Court Street Suite 303
Brooklyn, New York 11242
(718) 422-1003

Signature (Rule 130-1.1-a)



ROBERT J. RENNA, ESQ.